



#7 ~~SDAC~~

PATENT
Customer No. 22,852

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)

Stephen D. HEINRICH)
Ward BROWN)

Group Art Unit: 3762

Application No.: 09/990,045)

Examiner: Unknown

Filed: November 21, 2001)

For: APPARATUS FOR)
DETECTING AND TREATING)
VENTRICULAR ARRHYTHMIA)

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JUL 01 2003

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

OFFICE OF PETITIONS

Sir:

**PETITION TO REVOKE POWER OF ATTORNEY BY LESS
THAN ALL APPLICANTS PURSUANT TO 37 C.F.R. § 1.182**

Applicant Ward Brown and co-owner Cardiac Pacemakers, Inc., respectfully petition the Commissioner to accept the concurrently filed Revocation of Original Power of Attorney and Grant of New Power of Attorney ("Revocation"). Since the Revocation is signed by less than all applicants, Applicant Ward Brown and owner Cardiac Pacemakers, Inc., hereby petition for its entry pursuant to 37 C.F.R. § 1.182 and M.P.E.P. § 402.10. Enclosed is the required fee of \$130.00 for consideration of this Petition as set forth in 37 C.F.R. § 1.17(h).

Good and sufficient reasons exist to grant this petition and enter the Revocation.

Two weeks ago, on June 5, 2003, Applicant Ward Brown assigned his rights in this patent application (Application No. 09/990,045) to Cardiac Pacemakers, Inc. (See

FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

1300 I Street, NW
Washington, DC 20005
202.408.4000
Fax 202.408.4400
www.finnegan.com

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130.00 DP

Exhibit A.) As a consequence, Applicant Ward Brown and new owner Cardiac Pacemakers, Inc., desire representation by their own counsel before the Patent and Trademark Office.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: June 26, 2003

By: Timothy M. Hsieh
Timothy M. Hsieh
Registration No. 42,672

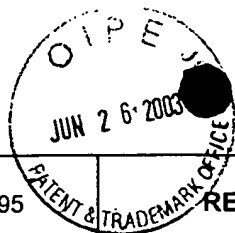
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FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

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Washington, DC 20005
202.408.4000
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FORM PTO-1595
1-31-92

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
Customer Number: 22,852
Attorney Docket No. 06809.0044

**To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.**

ATTN. BOX ASSIGNMENTS

10. Name of conveying party(ies):

Team Brown Foundation

11. Name and address of receiving party(ies):

Name:

Cardiac Pacemakers, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

12. Nature of conveyance:

Street Address:

4100 Hamline Avenue



Assignment



Merger

City:

St. Paul



Security
Agreement



Change of Name

State:

MN

Zip Code:

55112-5700



Other:

Additional name(s) & Address(es) attached?

☐ Yes

☒ No

Execution Date:

June 6, 2003

13. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s): 09/990,045

B. Patent Number(s):

Additional numbers attached?

☐ Yes

☒ No

14. Name and address of party to whom correspondence concerning document should be mailed:

15. Total number of applications and registrations involved: (1)

Name:

Timothy M. Hsieh

16.

Total fee (37 CFR 3.41): \$40

Internal Address:

FINNEGAN, HENDERSON, FARABOW, GARRETT
& DUNNER, L.L.P.



Enclosed (Please charge deficiency to deposit account)

Street Address:

1300 I Street, N.W.



Authorized to be charged to deposit account

City:

Washington, D.C.

State:

Zip:

20005-3315

17. Deposit Account No.: 24-0037

18. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy M. Hsieh, Reg. No. 42,672

Signature

June 26, 2003

Date

Total number of pages including cover sheet, attachments and documents: 3

Original to Design Bn. - 776-03

ASSIGNMENT

THIS AGREEMENT, effective the 6th day of June, 2003 ("Effective Date"), is by and between the Team Brown Foundation, Inc., a Corporation organized under the laws of The State of Wisconsin and having an office at N1484 Hagen Road, La Crosse, WI 54601 ("Foundation"), and Cardiac Pacemakers, Inc., an Minnesota corporation having a place of business at 4100 Hamline Avenue, St. Paul, Minnesota ("CPI").

1. The Foundation owns by assignment from Dr. Ward M. Brown an undivided joint interest in U.S. Patent Application Serial No. 09/990045 on November 21, 2001, and to the inventions disclosed and claimed therein ("Application").

2. For good and valuable consideration, receipt of which is hereby acknowledged, the Foundation hereby assigns to CPI all of its right, title and interest in and to the Application, each invention disclosed and claimed in the Application, any continuation, continuation-in-part and division of the Application, any patents directly or indirectly issuing from the Application, any reissue or extension of any such patents, and any other patent or patent application issued or filed anywhere in the world that relies for priority on or has identical disclosure as the Application.

3. The Foundation further assigns to CPI its interest in all causes of action and associated damages for any and all acts of infringement of any Application that may have occurred prior to the date of this Assignment.

4. The Foundation hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents as described above to record this Assignment and, to the extent it assigns pending applications, to issue all Letters Patent issuing therefrom to CPI in accordance with the terms of this Assignment.

5. The Foundation hereby agrees, without further consideration, to communicate with CPI, any facts known to it respecting the inventions disclosed and claimed in the Application, and to testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title in CPI to any Application and the invention disclosed and claimed therein, to execute all divisional, continuation, continuation-in-part, and reissue applications, make all rightful oaths and generally do everything possible to aid CPI to obtain and enforce proper patent protection throughout the world for the inventions disclosed and claimed in the Application, it being understood that any expense incident to the execution of such papers shall be borne by CPI.

6. This Assignment and all rights granted herein shall inure to the benefit of the heirs, successors and assigns of CPI.

7. This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota and of the United States. The sole and official version of this Agreement is in the English language.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a

duly authorized officer on the dates specified below.

Team Brown Foundation, Inc.

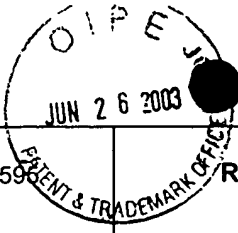
By: Ward M. Brown
Name: Ward M. Brown, M.D.
Title: President
Date: June 6, 2003

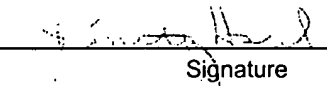
CARDIAC PACEMAKERS, INC.

By: R. Frederick McKey, Jr.
Name: R. Frederick McKey, Jr.
Title: President
Date: June 5, 2003

On June 6, 2003 before me appeared
Dr. Ward M. Brown who executed this
document in my presence.

Charles E. Hanson
Charles E. Hanson, Notary Public
La Crosse County, Wisconsin
My Commission is Permanent.



FORM PTO-159 1-31-92		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office Customer Number: 22,852 Attorney Docket No. 06809.0044	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				ATTN. BOX ASSIGNMENTS	
1. Name of conveying party(ies): Ward M. BROWN		2. Name and address of receiving party(ies): Name: Team Brown Foundation, Inc.			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:			
3. Nature of conveyance:		Street Address:		N 1484 Hagen Road	
<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger		
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name		
<input type="checkbox"/>	Other:	Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Execution Date: June 4, 2003					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:					
A. Patent Application Number(s): 09/990,045			B. Patent Number(s):		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:			6. Total number of applications and registrations involved: (1)		
Name: Timothy M. Hsieh			7. Total fee (37 CFR 3.41): \$40 <input type="checkbox"/> Enclosed (Please charge deficiency to deposit account) <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
Internal Address:		FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.			
Street Address:		1300 I Street, N.W.			
City:		Washington, D.C.			
State:		Zip: 20005-3315			
8. Deposit Account No.: 24-0037					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Timothy M. Hsieh, Reg. No. 42,672  Signature June 26, 2003 Date Total number of pages including cover sheet, attachments and documents: 3					

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40.00 OP

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OFFICE OF PETITIONS

ASSIGNMENT

THIS AGREEMENT, effective the 4th day of June, 2003 ("Effective Date"), is by and between Dr. Ward M. Brown, a individual residing at N1484 Hagen Road, La Crosse, WI 54601 (hereafter "Brown"), and Team Brown Foundation, Inc., a non-stock, non-profit corporation organized under the laws of Wisconsin and having an office at N1484 Hagen Road, La Crosse, WI 54601 ("Foundation").

1. Brown owns an undivided joint interest in U.S. Patent Application Serial No. 09/990,045 on November 21, 2001, and to the inventions disclosed and claimed therein ("Application").
2. In consideration for the Foundation's agreement to use any revenue from assignment or exploitation of its interest in the Application and any patents issuing therefrom for the charitable purposes of the Foundation, Brown hereby assigns to Foundation forty-five percent (45%) of Brown's right, title and interest in and to the Application, each invention disclosed and claimed in the Application, any continuation, continuation-in-part and division of the Application, any patents directly or indirectly issuing from the Application, any reissue or extension of any such patents, and any other patent or patent application issued or filed anywhere in the world that relies for priority on or has identical disclosure as the Application.
3. Brown further assigns to Foundation his interest in all causes of action and associated damages for any and all acts of infringement of any Application that may have occurred prior to the date of this Assignment.
4. Brown hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents as described above to record this Assignment and, to the extent it assigns pending applications, to issue all Letters Patent issuing therefrom to Foundation in accordance with the terms of this Assignment.
5. Brown hereby agrees, without further consideration, to communicate with Foundation, any facts known to it respecting the inventions disclosed and claimed in the Application, and to testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title in Foundation to any Application and the invention disclosed and claimed therein, to execute all divisional, continuation, continuation-in-part, and reissue applications, make all rightful oaths and generally do everything possible to aid Foundation to obtain and enforce proper patent protection throughout the world for the inventions disclosed and claimed in the Applications, it being understood that any expense incident to the execution of such papers shall be borne by Foundation.
6. This Assignment and all rights granted herein shall inure to the benefit of the heirs, successors and assigns of Foundation.
7. This Agreement shall be construed and enforced pursuant to the laws of the State of Wisconsin and of the United States. The sole and official version of this Agreement is in the English language.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer on the dates specified below.

Team Brown Foundation, Inc.

By: Ward M. Brown
Name: Ward M. Brown, M.D.

By: Ward M. Brown
Name: Ward M. Brown, M.D.
Title: President
Date: June 4, 2003

By: Patricia S. Brown
Name: Patricia S. Brown
Title: Vice President
Date: June 4, 2003

On June 4, 2003, before me appeared
Ward M. Brown, M.D., who executed
this document in my presence.

K. J. Roop
Kevin J. Roop, Notary Public
La Crosse County, Wisconsin
My Commission is Permanent.

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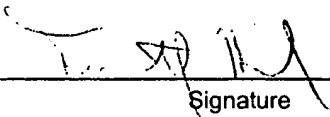
JUL 01 2003

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On June 4, 2003, before me appeared
Patricia S. Brown, who executed
this document in my presence.

K. J. Roop
Kevin J. Roop, Notary Public
La Crosse County, Wisconsin
My Commission is Permanent.



FORM PTO-1595 1-31-92		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office Customer Number: 22,852 Attorney Docket No. 06809.0044	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				ATTN. BOX ASSIGNMENTS	
19. Name of conveying party(ies): Ward M. BROWN			20. Name and address of receiving party(ies): Name: Cardiac Pacemakers, Inc.		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Internal Address:		
21. Nature of conveyance:			Street Address:		4100 Hamline Avenue
<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger		City: St. Paul
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name		State: MN Zip Code: 55112-5700
<input type="checkbox"/>	Other:				
Execution Date:		June 6, 2003		Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:					
A. Patent Application Number(s): 09/990,045			B. Patent Number(s):		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
23. Name and address of party to whom correspondence concerning document should be mailed:			24. Total number of applications and registrations involved: (1)		
Name:		Timothy M. Hsieh			
Internal Address:		FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.			
Street Address:		1300 I Street, N.W.			
City:		Washington, D.C.			
State:		Zip:		20005-3315	
25. Total fee (37 CFR 3.41): \$40			<input type="checkbox"/> Enclosed (Please charge deficiency to deposit account) <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
26. Deposit Account No.: 24-0037					
27. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Timothy M. Hsieh, Reg. No. 42,672  Signature June 26, 2003 Date Total number of pages including cover sheet, attachments and documents: 3					

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ASSIGNMENT

OFFICE OF PETITIONS

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Dr. Ward M. Brown

CARDIAC PACEMAKERS, INC.

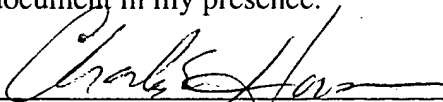
By: 

Name: R. FREDRICK McCAY, JR.

Title: PRESIDENT

Date: JUNE 5, 2003

On June 6, 2003 before me appeared
Dr. Ward M. Brown who executed this
document in my presence.



Charles E. Hanson, Notary Public
La Crosse County, Wisconsin
My Commission is Permanent.

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JUL 01 2003

OFFICE OF PETITIONS